

January 17, 2020

The Honorable Pamela K. Chen
United States District Court
Eastern District of New York
225 Cadman Plaza East
Brooklyn, New York 11201

**Re: *Barlow et al. v. Government Employees Insurance Company, et al.*,
Case no. 1:19-cv-03349-PKC-RML**

Dear Judge Chen:

This firm represents Defendants Government Employees Insurance Company, GEICO General Insurance Company and GEICO Indemnity Company (collectively, “GEICO”) in the above-referenced case. Pursuant to the Court’s January 14, 2020 Order, GEICO hereby files this letter response to Plaintiffs’ January 10, 2020 Notice of Supplemental Authority regarding the Southern District of Ohio’s decision on a motion to dismiss in *Davis v. GEICO Casualty Co.*, 2020 WL 68573 (S.D. Ohio Jan. 7, 2020). In short, the *Davis* decision is legally and factually distinguishable, is not binding on this Court and has no bearing on the issues before this Court in GEICO Motion to Dismiss (Dkt. No. 19).

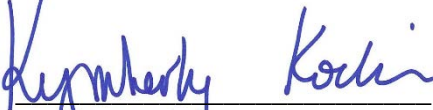
First, *Davis* concerns the interpretation of Ohio law, which is not germane to the Court’s interpretation of New York regulations, guidance from the New York Department of Financial Services or the interpretation of GEICO’s policy language under New York law.

Second, the only issue before the *Davis* court was whether plaintiffs’ complaint should be dismissed on a motion to dismiss based on Ohio Administrative Code 3901-1-54(H)(7), which is irrelevant to the Court’s analysis in this matter.

Finally, the *Davis* court did not consider or address GEICO’s primary argument for dismissal here, which is that the New York Department of Financial Services has interpreted GEICO’s policy language and issued opinions finding that such policy language does not require the payment of tag or title fees in the settlement of total loss claims in New York.

The *Davis* decision has no bearing on the issues presented to this Court in GEICO's Motion to Dismiss and should therefore be disregarded.

Respectfully submitted,



Kimberly Kochis